

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:	) Case No. 19-24455-TPA
	) Chapter 11
ED3 Consultants, Inc.,	)
	) Docket No.
Debtor	)
	)

**AMENDED PLAN OF REORGANIZATION DATED NOVEMBER 25, 2020**

AND NOW, comes ED3 Consultants, Inc. (hereinafter referred to as the "Debtor"), with this Amended Plan of Reorganization under Chapter 11 of the United States Bankruptcy Code, as follows:

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## ARTICLE I

### DEFINITIONS

Any term defined in the Bankruptcy Code and not otherwise defined in the Plan shall have the meaning specified in the Bankruptcy Code.

1.1 Administrative Claim: Any Allowed Claim entitled to priority under Sections 503 and/or 507 of the Bankruptcy Code, including but not limited to professional fees and § 503(b)(9) claims.

1.2 Allowed Claim: A Claim, proof of which is timely filed with the Bankruptcy Clerk or which was scheduled as liquidated, undisputed and non-contingent and as to which no objection to Claim has been made within the period of time fixed by the Bankruptcy Code, Bankruptcy Rules or Order of Court, or as to which Claim an objection is filed and resolved by a Final Order of the Bankruptcy Court to the extent determined in favor of the holder of such Claim.

1.3 Assumed or Rejected Executory Contracts and Leases: The executory contracts and leases which are assumed or rejected by the Debtor under Bankruptcy Code Section 365.

1.4 Bankruptcy Code: Title 11 of the United States Code, as amended.

1.5 Bankruptcy Court: The United States Bankruptcy Court for the Western District of Pennsylvania.

1.6 Bankruptcy Rules: The Federal and Local Rules of Bankruptcy Procedure, as amended.

1.7 Bar Date: The deadline to file a Proof of Claim in the above-captioned case (April 21, 2020 for all Creditors except governmental units; May 12, 2020 for governmental units).

1.8 Claim: Any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, disputed, undisputed, known, unknown secured or unsecured.

1.9 Closing: The place and time at which the documents, if any, required by the Plan, including but not limited to any documents providing for the new equity contribution and financing under the Plan, will be executed; and, the initial distribution under the Plan will be accomplished, following and pursuant to a Final Order confirming the Plan.

1.10 Code: The Bankruptcy Code.

1.11 Code Created Causes of Action: Collectively, (a) causes of action, claims, rights and remedies created by or arising under the Bankruptcy Code, including but not limited to collecting receivables and avoiding transfers as necessary and appropriate under Sections 542, 544, 547, 548, 549 and 550 of the Bankruptcy Code; (b) causes of action, claims, rights and remedies in favor of the Debtor, the estate and creditors, against any third party; and (c) all of the recoveries and proceeds from (a) and (b).

1.12 Committee: Official Committee of Unsecured Creditors, if one is appointed (no committee has been appointed).

1.13 Confirmation Date: The date on which the Confirmation Order is docketed by the Clerk of the Bankruptcy Court.

1.14 Confirmation Order: An Order of the Bankruptcy Court confirming the Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code.

1.15 Confirmation Deposit Fund: A fund to be established on or before the Effective Date, earmarked for the payment of Administrative Claims.

1.16 Consultant: The court approved business consultants, Smart Business Doctors, LLC, with a place of business at 5677 Transit Road, Suite 212, Lockport, NY 14094.

1.17 Court: Bankruptcy Court.

1.18 Creditor: Any person or entity having a Claim against the Debtor.

1.19 Creditors' Committee: The Official Committee of Unsecured Creditors if one is appointed.

1.20 Debtor: ED3 Consultants, Inc.

1.21 Effective Date: The first business day that is fourteen (14) days from and after the Confirmation Date.

1.22 Estate: The Chapter 11 Estate for the above-captioned Debtor and case.

1.23 Final Order: An Order as to which the time to appeal or to seek review or rehearing has expired and as to which no appeal or other proceeding for review or rehearing shall be pending or, in the event that an appeal is timely filed, such Order shall have been affirmed by the highest court to which it was appealed.

1.24 General Claims: Allowed, pre-Petition, general unsecured Claims, not including Secured Claims, Administrative Claims or Priority Claims.

1.25 General Creditor: Creditor holding a General Claim.

1.26 Investment of Crogan: \$100,000 to be paid in by the Investor on or before the Effective Date in consideration for a 33% ownership interest in the Debtor and one Board seat, conditioned upon Court approval of the PPP Loan and confirmation of the Plan.

1.27 Investor: Crogan Engineers and Associates, 1906 Mount Hope Road, Lewistown, NY 14092, Attn: Mr. Al Crogan, President.

1.28 New Value Contribution: Contribution from the pre-Petition equity security interest holder, Ms. Denise Palmer, under Article V of the Plan.

1.29 PPP Loan: The Paycheck Protection Program loan in the amount of \$259,105 received by the Debtor upon application to Kabbage Lending, Inc. under Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), as amended by the Paycheck Protection Program Flexibility Act. The funds are being held in escrow by Debtor's counsel subject to Court approval in the form of an Order granting the Debtor's Motion for Authority to Enter into Secured Financing Agreement under the Paycheck Protection Program pursuant to 11 U.S.C. §364(c)(2) and Fed. R. Bankr. P. 2002(m) filed at Docket No. 218 and the Joint Motion for Relief from Court Order Dated October 30, 2020 and Approval of Stipulation with Kabbage Lending, Inc, the "Stipulation with Kabbage," filed at Docket No. 314. The PPP loan is serviced by Kabbage Lending, Inc. or its assignee and eligible PPP loans are guaranteed by the United States Small Business Administration. The loan may be forgivable in whole, or in part, if the loan is eligible for forgiveness and if the loan proceeds are used for the applicable reasons as outlined in the CARES Act. The PPP Loan proceeds will be used on the Effective Date to pay Allowed Administrative Expenses (including approximately one-half of the court-approved professional fees), except that \$72,908.25 will remain in escrow per the Stipulation with Kabbage to secure payment of the PPP Loan. The Debtor intends to pay the PPP Loan according to the terms of the loan documents, including taking advantage of potential forgiveness of the loan. The forgiveness decision takes a maximum of five months. The Debtor would owe \$14,581.65 per month if responsible for the entire loan payment. The amount remaining in escrow following the Effective Date to guarantee up to five (5) monthly payments, therefore, will be \$72,908.25. Once a determination of forgiveness is made, the Debtor will begin making payments of any remaining loan amount as per the terms of the loan. Any amount

due on the loan in the first five months after the Effective Date will be paid from the amount in escrow. Any funds remaining in escrow after the first five monthly payments to Kabbage have been made will be used to pay any unsatisfied administrative expenses for Court-approved professional fees. Nothing in the Plan, the Confirmation Order, or other plan documents shall be construed as (i) determining, construing, or limiting any right, obligation, or term of the PPP Loan, loan documents, or law governing the PPP Loan, including whether all or any part of the PPP Loan is subject to forgiveness; (ii) vesting in this Court any authority to make a determination about whether all or any part of the PPP Loan is subject to forgiveness under the loan documents and law governing the PPP Loan.

1.30 Plan: This Amended Plan of Reorganization.

1.31 Priority Tax Claims: Allowed Claims for taxes but only to the extent that they are entitled to priority treatment under Section 507(a)(8) of the Bankruptcy Code.

1.32 Rejection Claim: Allowed Claim arising from the rejection of an executory contract or unexpired lease pursuant to Section 1123(b)(2) of the Bankruptcy Code.

1.33 Secured Claim: A Claim to the extent of the value of any interest in property securing such Claim, as agreed to by the holder of such Claim or as determined by the Bankruptcy Court.

1.34 Stipulation with Kabbage: The agreement between Kabbage Lending Inc. and the Debtor as detailed in the PPP Loan definition.

1.35 Unclaimed Funds: Distributions made pursuant to the Plan which are unclaimed after six (6) months. Unclaimed funds shall include: (1) checks and funds represented by the checks which have been returned as undeliverable without a proper forwarding address; (2) funds for checks which have not been presented for payment; and,

(3) checks and the funds represented by the checks which are not mailed or delivered because of the absence of a proper address to mail or deliver the checks.

## **ARTICLE II**

### **GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to the Plan:

2.1 Various Claims: Various types of Claims are defined in the Plan. The Plan is intended to deal with all Claims against the Debtor of whatever character, and whether or not disputed, contingent or liquidated. However, only Allowed Claims will receive the treatment afforded by the Plan.

2.2 Securities Laws: Satisfaction provided to a Creditor which is deemed to be a security is exempt from registration under federal and state securities laws by virtue of Section 1145 of the Bankruptcy Code.

2.3 The Attorney for the Debtor, Guy C. Fustine, Esquire of Knox McLaughlin Gornall & Sennett, P.C., 120 West Tenth Street, Erie, Pennsylvania 16501 (814-459-2800) will serve as the disbursing agent on the Effective Date.

2.4 Transfers Free and Clear of Liens: Except as specifically provided for in the Plan, transfers and conveyances under the Plan, if any, shall be free and clear of liens, claims and encumbrances, pursuant to Sections 363, 1123 and/or 1141 of the Bankruptcy Code.

2.5 Transfers Free and Clear of Real Estate Transfer Taxes: Real estate transfers and conveyances under the Plan, if any, shall be exempt from all real estate transfer taxes pursuant to Bankruptcy Code Section 1146(c). The recorder shall record such Deed or Deeds without any requirement of transfer taxes from any source, including but not limited to the Bank, the Debtor or the purchaser(s)/transferee(s). This exemption shall apply to all real estate transfers and conveyances under the Plan, if any, even if the real estate is contributed to the Plan

by a third party and, but for the third party contribution, would not otherwise have been an asset of the Debtor or the Estate.

2.6 Time for Filing Claims: All Creditors are required to file Proofs of Claim on or before the applicable Bar Date. Creditors holding Rejection Claims are required to file Proofs of Claim on or before the separate Bar Date for Rejection Claims. Creditors holding Claims incurred after the Order for Relief need not file a Proof of Claim and will be paid when due and payable in the ordinary course of business, or as otherwise agreed by the holders of said Claims. Professional fees and expenses incurred before the Confirmation Date will only be paid if approved by the Bankruptcy Court after notice and hearing. All Creditors are referred to applicable bankruptcy law for information concerning when and under what circumstances Claims are legally deemed to be filed.

2.7 Modifications to Plan: This Plan may be modified or corrected prior to the Confirmation Date without notice and hearing and without additional disclosure provided that the Court finds that such modification does not materially or adversely affect any Creditor or class of Creditors who has not accepted the modification. Debtor reserves the right to modify the Plan (subject to Court-approval after notice and hearing) if and to the extent that the pandemic's effect on the economy worsens or fails to improve as expected.

2.8 Rule of Construction: A definition in Article I that refers to the singular includes the plural, and a definition that refers to the plural includes the singular, where appropriate.

2.9 Severability: Should the Court determine that any provision in the Plan is either illegal on its face or illegal as applied to the facts, subject to Section 1127 of the Code and Bankruptcy Rule 3019, shall be unenforceable as to the interested party or parties with respect to



whom the provision is held to be illegal. Such a determination by the Court shall in no way limit or affect the enforceability or operation of any other provision of the Plan.

### **ARTICLE III**

#### **CLASSIFICATION OF CREDITORS AND CLAIMS**

3.1 Class 1: Non-Tax Secured Claim (impaired). Class 1 shall consist of the Secured Claim of Powers Funding Group of NY, LLC, in the amount of \$375,156.68. This Claim is secured by the accounts receivable which were purchased by Powers Funding and by an all-inclusive security interest in the Debtor's personal property.

3.2 Class 2: Secured Tax Claims (impaired). Class 2 shall consist of the United States of America, Internal Revenue Service ("IRS"), the Commonwealth of Pennsylvania, Department of Revenue and the Commonwealth of Pennsylvania, Department of Labor and Industry, holding tax Claims secured by liens against the Debtor's assets, subordinate to the Class 1 Secured Claim. The Secured Tax Claim of the IRS is \$356,431.34. The Secured Tax Claim of the Pennsylvania Department of Revenue is \$41,522.65. The Secured Tax Claim of the Pennsylvania Department of Labor and Industry is \$107,243.38. The total amount of the Secured Tax Claims is \$505,197.37.

3.3 Class 3: Administrative Claims (unimpaired). Class 3 shall consist of Administrative Priority Claims, including but not limited to Claims incurred by the Debtor in the ordinary course of business after the Petition was filed, fees due to the Office of the United States Trustee, administrative tax claims, the claim of Kabbage Lending, Inc., fees and costs due to the Bankruptcy Court Clerk, and Claims approved by the Court as Administrative Claims, including professional fees and costs. The Class 3 Administrative Claims do not include the Administrative Claims on behalf of the Debtor's employees which are included in Class 5. No fees for professional services rendered prior to Plan Confirmation shall be paid without a fee

application and a Final Order approving the fees, after notice and hearing. The estimated amount of the Class 3 Administrative Claims is \$491,919.64, including professional fees and costs in the estimated amount of \$270,711.71 and non-professional fee Allowed Administrative Claims in the amount of \$221,207.93.

3.4 Class 4: Priority Tax Claims (impaired). Class 4 shall consist of Priority Tax Claims held by governmental bodies. The estimated amount of the Priority Tax Claims is \$ \$991,207.26.

3.5 Class 5: Administrative and Priority Wage Claims (impaired). Class 5 shall consist of the Administrative Wage Claims in the amount of \$117,265.25 and the Priority Wage Claims in the amount of \$236,792.88, for a total in the amount of \$354,058.13.

3.6 Class 6: Allowed General Unsecured Claims (impaired). Class 6 shall consist of Allowed General Claims, including Allowed Rejection Claims, unsecured Tax Claims, unsecured Wage Claims and the deficiency Claim (if any) of the Secured Creditor. The total amount of the Class 6 Claims is \$2,067,842.63 which includes general unsecured tax claims in the amount of \$317,111.86.

3.7 Class 7: Assumed Executory Contracts and Leases (unimpaired). Class 7 shall consist of the Claims for cure arising from the assumption of executory contracts and/or leases under Section 365 of the Code. The total amount of the Class 7 Claims is \$2,366.14.

3.8 Class 8: Equity Security Interest (impaired). Class 8 shall consist of the equity security interest held by Ms. Denise Palmer.

#### **ARTICLE IV**

##### **TREATMENT OF CREDITORS AND CLAIMS**

4.1 Class 1: The Class 1 Secured Claim in favor Powers Funding Group of NY, Inc. shall be paid from the collection of outstanding accounts receivables purchased by

Powers Funding. If and to the extent that the Secured Claim of Powers Funding is not paid in full from collection of the purchased accounts receivable, the balance due shall accrue interest (5% per annum) and be amortized over 10 years with a balloon payment at 5 years of the then-remaining balance. Monthly payments for the first six months will be interest only. A separate amortization schedule detailing these payments is hereto attached as Exhibit A. In the event of liquidation under Article VII, Powers Funding will be paid the net proceeds of the sale of its collateral, including but not limited to collection of the purchased accounts receivable, until paid in full. The security interest in favor of Powers Funding shall be retained.

4.2 Class 2: The Class 2 Secured Tax Claims shall be paid in full, plus annual interest, with monthly payments beginning thirty (30) days after the Effective Date, paid over the first 36 months of the Plan (3 years). The Class 2 Secured Tax Claim held by the IRS shall be paid at a rate of 3% per annum. The Class 2 Secured Tax Claims held by the Pennsylvania Department of Revenue and Pennsylvania Department of Labor and Industry shall be paid at a rate of 5% per annum. The liens of the Class 2 Secured Tax Claims shall be retained in their order of priority. Separate amortization schedules are attached hereto as Exhibit B-1 for the IRS, Exhibit B-2 for the Pennsylvania Department of Revenue and Exhibit B-3 for the Pennsylvania Department of Labor and Industry.

4.3 Class 3: The Class 3 Administrative Claims shall be paid on the Effective Date using the PPP Loan proceeds and the Investment of Crogan. The non-professional fee, Class 3 Administrative Claims shall be paid in full on the Effective Date. The professional fee Administrative Claims shall be paid on the Effective Date to the extent that funds are available and thereafter in installments, or from the release of the escrowed PPP Loan funds after a forgiveness determination as per the Stipulation with Kabbage, until paid in full. The balance of the court-approved professional fees shall be paid by agreement within twelve (12) months after

the Effective Date. The professional fees are subject to Bankruptcy Court approval after notice and hearing. The balance of the PPP Loan after a forgiveness determination is made will be paid according to the terms of the Stipulation with Kabbage.

4.4 Class 4: The Class 4 Priority Tax Claims shall be paid in full in monthly payments, with interest, beginning 30 days after the Effective Date, and be amortized over 10 years with a balloon payment of the remaining balance at 5 years. The Priority Tax Claims held by the IRS shall be paid with 3% interest per annum. The Priority Tax Claims held by the PA Department of Revenue and the PA Department of Labor and Industry shall be paid with 5% interest per annum. Months 1-36 will include interest payments only and months 37-60 will include principal and interest payments. Separate amortization schedules for (1) the IRS, (2) the PA Department of Revenue and (3) the PA Department of Labor and Industry are attached hereto as Exhibits C-1, C-2 and C-3 respectively. The other allowed Class 4 Priority Tax Claims shall be paid in the same manner at 3% interest per annum.

4.5 Class 5: The Class 5 Administrative and Priority Wage Claims shall be paid in full in quarterly installments over 5 years, with 5% interest, beginning with the first quarter following the Effective Date. A separate amortization schedule for 20 quarters is attached hereto as Exhibit D.

4.6 Class 6: The Class 6 Allowed General Unsecured Claims shall be paid ten (10%) percent of the Allowed Claims (without interest), as follows: equal, quarterly installments for five (5) years beginning on the second anniversary of the Effective Date, to be paid in full (10%) on or before the seventh anniversary of the Effective Date.

4.7 Class 7: The Class 7 Claims to Cure the Assumed Executory Contracts and Leases, identified on Exhibit E hereto, shall be paid in full on the Effective Date.

4.8 Class 8: The equity security interest holder shall retain her equity security interest in the Debtor in exchange for a New Value Contribution described in Article V. Based upon the Investment of Crogan, the pre-Petition equity security interest holder's equity will be diluted by one-third (1/3).

## **ARTICLE V**

### **OWNERS' CONTRIBUTION TO PLAN**

5.1 Contribution to Plan: The equity security interest holder will contribute \$6,000 in \$500 monthly increments beginning on the Effective Date as a New Value Contribution. The leadership and service of the equity security interest holder are integral to a successful Plan.

## **ARTICLE VI**

### **EXECUTION AND IMPLEMENTATION OF THE PLAN**

6.1 Sources of Payments: The sources of payments will include the PPP Loan; funds contributed by the Investor; revenues generated by the Debtor's business operations; and funds contributed by the equity security interest holder. Current income from the ordinary course of business will be used to pay the current operating expenses as well as the Plan payments going forward.

6.2 Closing: On or about the Effective Date, among other things, the Debtor and other interested parties shall execute any and all documents necessary to implement the Plan, including but not limited to the Investment of Crogan, the equity security interest holder's New Value Contribution to the Plan; and, the Disbursing Agent's initial distributions under the Plan.

6.3 Default: The Debtor shall be in default under the Plan if it fails to make any payment required to be made, or fails to take action required to be taken, under the Plan within thirty (30) days after it is due. Any notices regarding defaults under this Section 6.3

received by the Debtor will be promptly forwarded to counsel for Powers Funding Group of NY, LLC.

6.4 Right to Cure: The Debtor shall have the right to cure any default under the Plan within thirty (30) days after receiving written notice of default from a party whose obligation is in default. If the Debtor remains in default for three (3) consecutive months, the liquidation provisions in Article VII shall apply.

6.5 Collection: Upon an occurrence of an uncured default under the Plan, a party whose obligation is in default may take appropriate action to collect the amount due.

6.6 Unclaimed Funds: Unclaimed Funds shall become the property of the Debtor subject to the Creditor's right to demand payment, provided that the demand is made within six (6) months after the payment was initially tendered and provided that all approved professional fees have been paid. Otherwise, Unclaimed Funds shall be used first to pay any unpaid professional fees which have been approved by the Court.

6.7 Objections to Claims and Commencement of Code Created Causes of Action: After the Confirmation Date, the Court will issue a Post-Confirmation Order in accordance with the Bankruptcy Rules. The Post-Confirmation Order, among other things, will establish a deadline for interested parties to file objections to claims. Any Claim which is not subject to a timely filed objection shall be allowed. The Post-Confirmation Order, among other things, will also establish a deadline to file the Code Created Causes of Action. If viable, Debtor's attorney will file appropriate complaints in the Bankruptcy Court or other court or courts of appropriate jurisdiction to pursue the Code Created Causes of Action on behalf of the Estate. The proceeds of any such action shall be used first to pay the reasonable attorney's fees and costs incurred in connection with pursuing the action; then to pay any outstanding, approved professional fees, which were not paid previously; then to pay Creditors as required by the Plan

in their order of priority. Furthermore, subject to an agreement with Powers Funding, the Debtor may file adversary proceedings under 11 U.S.C. §542 to collect accounts receivable purchased by Powers Funding.

6.8 Management after Closing: The Debtor's board of directors and officers will manage the business after Closing, working closely with the Debtor's accountant and Consultant. More information regarding the Debtor's management is set forth within the Disclosure Statement.

## **ARTICLE VII**

### **LIQUIDATION CONTINGENCY**

7.1 If, after the opportunity to cure a default under Article 6.4 passes and the Debtor remains in default under the Plan for at least three (3) consecutive months, this Article VII will require the liquidation of the assets of the Estate.

7.2 Payments under the Plan will be made from the collection of the Debtor's accounts receivable and from the proceeds of sale of the Debtor's existing contracts and personal property.

7.3 The net liquidation proceeds will be distributed to Creditors in their order of priority under the Plan, applicable bankruptcy law and applicable state law, subject to the payment of reasonable attorney fees and costs.

## **ARTICLE VIII**

### **EXECUTORY CONTRACTS AND LEASES**

8.1 Assumption of Executory Contracts and Leases: On the Effective Date, the executory contracts and unexpired leases set forth on Exhibit E to the Plan shall be assumed by the Debtor. Any executory contract or unexpired lease which is not set forth on Exhibit E or otherwise assumed prior to the Effective Date, or as to which no motion to assume is pending on

the Effective Date, shall be deemed rejected on the Effective Date in accordance with provisions of §365 of the Bankruptcy Code.

8.2 Bar Date for Rejection Damages: If the rejection of an executory contract or unexpired lease results in damages to the other party or parties to such contract or lease, the Claim for such damages shall be forever barred and shall not be enforceable, and no holder of any such Claim shall participate in any distribution under the Plan, unless a proof of claim is filed with the Bankruptcy Court and served upon the attorney for the Debtor by the earlier of thirty (30) days after the Effective Date or thirty (30) days after the entry of the Order of the Bankruptcy Court providing for rejection of such contract or lease. Objections to any such Claims shall be served and filed thereafter. An Allowed Rejection Claim shall be paid as a General Claim under Class 6 of the Plan. Contracts and leases to be assumed under the Plan will be cured on the Effective Date under Class 7.

## **ARTICLE IX**

### **RETENTION OF JURISDICTION**

9.1 The Bankruptcy Court shall retain jurisdiction after the Confirmation Date for the following purposes:

9.2 To hear and determine objections to claims referred to in Articles II and IV of the Disclosure Statement;

9.3 To hear and determine Code Created Causes of Action and other causes of action arising prior to commencement of, or during the pendency of, this proceeding;

9.4 To hear and determine any dispute arising out of the Plan, including but not limited to any dispute regarding legal fees, and to consider any modification or amendment of the Plan;



9.5 To enforce any provision of the Plan, including but not limited to the liquidation contingency under Article VII; and,

9.6 At any time, the Bankruptcy Court may issue orders and give directives to any party subject to the Court's jurisdiction to implement the Plan pursuant to Section 1142 of the Bankruptcy Code.

**Attorney for Debtor:**

Guy C. Fustine, Esquire  
Knox McLaughlin Gornall & Sennett, P.C.  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461

**Debtor:**

ED3 Consultants, Inc.  
333 Technology Drive, Suite 210  
Canonsburg, PA 15317

Date: November 25, 2020

Respectfully submitted,

ED3 CONSULTANTS, INC.

By: /s/ Denise Palmer  
Denise Palmer, President

Date: November 25, 2020

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.  
Attorneys for Debtor

By: /s/ Guy C. Fustine  
Guy C. Fustine  
PA I.D. No. 37543  
120 West Tenth Street  
Erie, Pennsylvania 16501-1461  
(814) 459-2800  
gfustine@kmgslaw.com

# 2210811.v1

**Summary of Exhibits**

Exhibit A: Class 1 Powers Funding Secured Claim Amortization Schedule

Exhibit B-1: Class 2 IRS Secured Tax Claim Amortization Schedule

Exhibit B-2: Class 2 PA Department of Revenue Secured Tax Claim Amortization Schedule

Exhibit B-3: Class 2 PA Department of Labor and Industry Secured Tax Claim Amortization Schedule

Exhibit C-1: Class 4 IRS Priority Claim Amortization Schedule

Exhibit C-2: Class 4 PA Department of Revenue Priority Claim Amortization Schedule

Exhibit C-3: Class 4 PA Department of Labor and Industry Priority Claim Amortization Schedule

Exhibit D: Employee Administrative and Priority Wage Claim Amortization Schedule

Exhibit E: Assumed Executory Contracts

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# Powers Funding Secured Claim

10 year amortization at 5% interest  
interest only for first 6 months  
5 year balloon payment

Compounding Period: Monthly

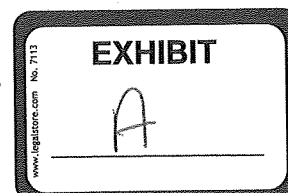
Nominal Annual Rate: 5.000%

## Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	11/01/2020	375,156.68	1		
2	Payment	12/01/2020	Interest Only	6	Monthly	05/01/2021
3	Payment	06/01/2021	4,140.79	54	Monthly	11/01/2025
4	Payment	12/01/2025	220,337.90	1		

## TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	11/01/2020				375,156.68
1	12/01/2020	1,563.15	1,563.15	0.00	375,156.68
<b>2020 Totals</b>		<b>1,563.15</b>	<b>1,563.15</b>	<b>0.00</b>	
2	01/01/2021	1,563.15	1,563.15	0.00	375,156.68
3	02/01/2021	1,563.15	1,563.15	0.00	375,156.68
4	03/01/2021	1,563.15	1,563.15	0.00	375,156.68
5	04/01/2021	1,563.15	1,563.15	0.00	375,156.68
6	05/01/2021	1,563.15	1,563.15	0.00	375,156.68
7	06/01/2021	4,140.79	1,563.15	2,577.64	372,579.04
8	07/01/2021	4,140.79	1,552.41	2,588.38	369,990.66
9	08/01/2021	4,140.79	1,541.63	2,599.16	367,391.50
10	09/01/2021	4,140.79	1,530.80	2,609.99	364,781.51
11	10/01/2021	4,140.79	1,519.92	2,620.87	362,160.64
12	11/01/2021	4,140.79	1,509.00	2,631.79	359,528.85
13	12/01/2021	4,140.79	1,498.04	2,642.75	356,886.10
<b>2021 Totals</b>		<b>36,801.28</b>	<b>18,530.70</b>	<b>18,270.58</b>	
14	01/01/2022	4,140.79	1,487.03	2,653.76	354,232.34
15	02/01/2022	4,140.79	1,475.97	2,664.82	351,567.52
16	03/01/2022	4,140.79	1,464.86	2,675.93	348,891.59
17	04/01/2022	4,140.79	1,453.71	2,687.08	346,204.51



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	Date	Payment	Interest	Principal	Balance
18	05/01/2022	4,140.79	1,442.52	2,698.27	343,506.24
19	06/01/2022	4,140.79	1,431.28	2,709.51	340,796.73
20	07/01/2022	4,140.79	1,419.99	2,720.80	338,075.93
21	08/01/2022	4,140.79	1,408.65	2,732.14	335,343.79
22	09/01/2022	4,140.79	1,397.27	2,743.52	332,600.27
23	10/01/2022	4,140.79	1,385.83	2,754.96	329,845.31
24	11/01/2022	4,140.79	1,374.36	2,766.43	327,078.88
25	12/01/2022	4,140.79	1,362.83	2,777.96	324,300.92
<b>2022 Totals</b>		<b>49,689.48</b>	<b>17,104.30</b>	<b>32,585.18</b>	
26	01/01/2023	4,140.79	1,351.25	2,789.54	321,511.38
27	02/01/2023	4,140.79	1,339.63	2,801.16	318,710.22
28	03/01/2023	4,140.79	1,327.96	2,812.83	315,897.39
29	04/01/2023	4,140.79	1,316.24	2,824.55	313,072.84
30	05/01/2023	4,140.79	1,304.47	2,836.32	310,236.52
31	06/01/2023	4,140.79	1,292.65	2,848.14	307,388.38
32	07/01/2023	4,140.79	1,280.78	2,860.01	304,528.37
33	08/01/2023	4,140.79	1,268.87	2,871.92	301,656.45
34	09/01/2023	4,140.79	1,256.90	2,883.89	298,772.56
35	10/01/2023	4,140.79	1,244.89	2,895.90	295,876.66
36	11/01/2023	4,140.79	1,232.82	2,907.97	292,968.69
37	12/01/2023	4,140.79	1,220.70	2,920.09	290,048.60
<b>2023 Totals</b>		<b>49,689.48</b>	<b>15,437.16</b>	<b>34,252.32</b>	
38	01/01/2024	4,140.79	1,208.54	2,932.25	287,116.35
39	02/01/2024	4,140.79	1,196.32	2,944.47	284,171.88
40	03/01/2024	4,140.79	1,184.05	2,956.74	281,215.14
41	04/01/2024	4,140.79	1,171.73	2,969.06	278,246.08
42	05/01/2024	4,140.79	1,159.36	2,981.43	275,264.65
43	06/01/2024	4,140.79	1,146.94	2,993.85	272,270.80
44	07/01/2024	4,140.79	1,134.46	3,006.33	269,264.47
45	08/01/2024	4,140.79	1,121.94	3,018.85	266,245.62
46	09/01/2024	4,140.79	1,109.36	3,031.43	263,214.19
47	10/01/2024	4,140.79	1,096.73	3,044.06	260,170.13
48	11/01/2024	4,140.79	1,084.04	3,056.75	257,113.38
49	12/01/2024	4,140.79	1,071.31	3,069.48	254,043.90
<b>2024 Totals</b>		<b>49,689.48</b>	<b>13,684.78</b>	<b>36,004.70</b>	
50	01/01/2025	4,140.79	1,058.52	3,082.27	250,961.63
51	02/01/2025	4,140.79	1,045.67	3,095.12	247,866.51
52	03/01/2025	4,140.79	1,032.78	3,108.01	244,758.50
53	04/01/2025	4,140.79	1,019.83	3,120.96	241,637.54
54	05/01/2025	4,140.79	1,006.82	3,133.97	238,503.57
55	06/01/2025	4,140.79	993.76	3,147.03	235,356.54
56	07/01/2025	4,140.79	980.65	3,160.14	232,196.40
57	08/01/2025	4,140.79	967.49	3,173.30	229,023.10

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	Date	Payment	Interest	Principal	Balance
58	09/01/2025	4,140.79	954.26	3,186.53	225,836.57
59	10/01/2025	4,140.79	940.99	3,199.80	222,636.77
60	11/01/2025	4,140.79	927.65	3,213.14	219,423.63
61	12/01/2025	220,337.90	914.27	219,423.63	0.00
<b>2025 Totals</b>		<b>265,886.59</b>	<b>11,842.69</b>	<b>254,043.90</b>	
<b>Grand Totals</b>		<b>453,319.46</b>	<b>78,162.78</b>	<b>375,156.68</b>	

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>5.000%</b>	<b>\$78,162.78</b>	<b>\$375,156.68</b>	<b>\$453,319.46</b>

11/13/2020 5:36 PM

IRS Secured

3% interest

Paid in full in 36 months with payments beginning 30 days after the Effective Date

Compounding Period: Monthly

Nominal Annual Rate: 3.000%

Last interest amount decreased by 0.17 due to rounding.

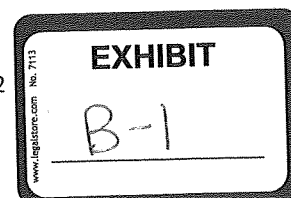
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
3.000%	\$16,724.86	\$356,431.34	\$373,156.20

#### Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	11/01/2020	356,431.34	1		
2	Payment	12/01/2020	10,365.45	36	Monthly	11/01/2023

#### TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	11/01/2020				356,431.34
1	12/01/2020	10,365.45	891.08	9,474.37	346,956.97
<b>2020 Totals</b>		<b>10,365.45</b>	<b>891.08</b>	<b>9,474.37</b>	
2	01/01/2021	10,365.45	867.39	9,498.06	337,458.91
3	02/01/2021	10,365.45	843.65	9,521.80	327,937.11
4	03/01/2021	10,365.45	819.84	9,545.61	318,391.50
5	04/01/2021	10,365.45	795.98	9,569.47	308,822.03
6	05/01/2021	10,365.45	772.06	9,593.39	299,228.64
7	06/01/2021	10,365.45	748.07	9,617.38	289,611.26
8	07/01/2021	10,365.45	724.03	9,641.42	279,969.84
9	08/01/2021	10,365.45	699.92	9,665.53	270,304.31
10	09/01/2021	10,365.45	675.76	9,689.69	260,614.62
11	10/01/2021	10,365.45	651.54	9,713.91	250,900.71
12	11/01/2021	10,365.45	627.25	9,738.20	241,162.51



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	Date	Payment	Interest	Principal	Balance
13	12/01/2021	10,365.45	602.91	9,762.54	231,399.97
<b>2021 Totals</b>		<b>124,385.40</b>	<b>8,828.40</b>	<b>115,557.00</b>	
14	01/01/2022	10,365.45	578.50	9,786.95	221,613.02
15	02/01/2022	10,365.45	554.03	9,811.42	211,801.60
16	03/01/2022	10,365.45	529.50	9,835.95	201,965.65
17	04/01/2022	10,365.45	504.91	9,860.54	192,105.11
18	05/01/2022	10,365.45	480.26	9,885.19	182,219.92
19	06/01/2022	10,365.45	455.55	9,909.90	172,310.02
20	07/01/2022	10,365.45	430.78	9,934.67	162,375.35
21	08/01/2022	10,365.45	405.94	9,959.51	152,415.84
22	09/01/2022	10,365.45	381.04	9,984.41	142,431.43
23	10/01/2022	10,365.45	356.08	10,009.37	132,422.06
24	11/01/2022	10,365.45	331.06	10,034.39	122,387.67
25	12/01/2022	10,365.45	305.97	10,059.48	112,328.19
<b>2022 Totals</b>		<b>124,385.40</b>	<b>5,313.62</b>	<b>119,071.78</b>	
26	01/01/2023	10,365.45	280.82	10,084.63	102,243.56
27	02/01/2023	10,365.45	255.61	10,109.84	92,133.72
28	03/01/2023	10,365.45	230.33	10,135.12	81,998.60
29	04/01/2023	10,365.45	205.00	10,160.45	71,838.15
30	05/01/2023	10,365.45	179.60	10,185.85	61,652.30
31	06/01/2023	10,365.45	154.13	10,211.32	51,440.98
32	07/01/2023	10,365.45	128.60	10,236.85	41,204.13
33	08/01/2023	10,365.45	103.01	10,262.44	30,941.69
34	09/01/2023	10,365.45	77.35	10,288.10	20,653.59
35	10/01/2023	10,365.45	51.63	10,313.82	10,339.77
36	11/01/2023	10,365.45	25.68	10,339.77	0.00
<b>2023 Totals</b>		<b>114,019.95</b>	<b>1,691.76</b>	<b>112,328.19</b>	
<b>Grand Totals</b>		<b>373,156.20</b>	<b>16,724.86</b>	<b>356,431.34</b>	

11/13/2020 5:42 PM

PA Department of Revenue Secured  
5% interest

Paid in full in 36 months with payments beginning 30 days after the Effective Date

Compounding Period: Monthly

Nominal Annual Rate: 5.000%

Last interest amount decreased by 0.05 due to rounding.

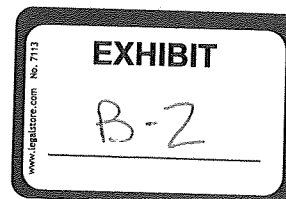
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as
5.000%	\$3,278.27	\$41,522.65	\$44,800.92

#### Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	11/01/2020	41,522.65	1		
2 Payment	12/01/2020	1,244.47	36	Monthly	11/01/2023

#### TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	11/01/2020				41,522.65
1	12/01/2020	1,244.47	173.01	1,071.46	40,451.19
<b>2020 Totals</b>		<b>1,244.47</b>	<b>173.01</b>	<b>1,071.46</b>	
2	01/01/2021	1,244.47	168.55	1,075.92	39,375.27
3	02/01/2021	1,244.47	164.06	1,080.41	38,294.86
4	03/01/2021	1,244.47	159.56	1,084.91	37,209.95
5	04/01/2021	1,244.47	155.04	1,089.43	36,120.52
6	05/01/2021	1,244.47	150.50	1,093.97	35,026.55
7	06/01/2021	1,244.47	145.94	1,098.53	33,928.02
8	07/01/2021	1,244.47	141.37	1,103.10	32,824.92
9	08/01/2021	1,244.47	136.77	1,107.70	31,717.22
10	09/01/2021	1,244.47	132.16	1,112.31	30,604.91
11	10/01/2021	1,244.47	127.52	1,116.95	29,487.96
12	11/01/2021	1,244.47	122.87	1,121.60	28,366.36





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	Date	Payment	Interest	Principal	Balance
13	12/01/2021	1,244.47	118.19	1,126.28	27,240.08
<b>2021 Totals</b>		<b>14,933.64</b>	<b>1,722.53</b>	<b>13,211.11</b>	
14	01/01/2022	1,244.47	113.50	1,130.97	26,109.11
15	02/01/2022	1,244.47	108.79	1,135.68	24,973.43
16	03/01/2022	1,244.47	104.06	1,140.41	23,833.02
17	04/01/2022	1,244.47	99.30	1,145.17	22,687.85
18	05/01/2022	1,244.47	94.53	1,149.94	21,537.91
19	06/01/2022	1,244.47	89.74	1,154.73	20,383.18
20	07/01/2022	1,244.47	84.93	1,159.54	19,223.64
21	08/01/2022	1,244.47	80.10	1,164.37	18,059.27
22	09/01/2022	1,244.47	75.25	1,169.22	16,890.05
23	10/01/2022	1,244.47	70.38	1,174.09	15,715.96
24	11/01/2022	1,244.47	65.48	1,178.99	14,536.97
25	12/01/2022	1,244.47	60.57	1,183.90	13,353.07
<b>2022 Totals</b>		<b>14,933.64</b>	<b>1,046.63</b>	<b>13,887.01</b>	
26	01/01/2023	1,244.47	55.64	1,188.83	12,164.24
27	02/01/2023	1,244.47	50.68	1,193.79	10,970.45
28	03/01/2023	1,244.47	45.71	1,198.76	9,771.69
29	04/01/2023	1,244.47	40.72	1,203.75	8,567.94
30	05/01/2023	1,244.47	35.70	1,208.77	7,359.17
31	06/01/2023	1,244.47	30.66	1,213.81	6,145.36
32	07/01/2023	1,244.47	25.61	1,218.86	4,926.50
33	08/01/2023	1,244.47	20.53	1,223.94	3,702.56
34	09/01/2023	1,244.47	15.43	1,229.04	2,473.52
35	10/01/2023	1,244.47	10.31	1,234.16	1,239.36
36	11/01/2023	1,244.47	5.11	1,239.36	0.00
<b>2023 Totals</b>		<b>13,689.17</b>	<b>336.10</b>	<b>13,353.07</b>	
<b>Grand Totals</b>		<b>44,800.92</b>	<b>3,278.27</b>	<b>41,522.65</b>	

11/13/2020 5:43 PM

PA Department of Labor Secured

5% interest

Paid in full in 36 months with payments beginning 30 days after the Effective Date

Compounding Period: Monthly

Nominal Annual Rate: 5.000%

Last interest amount decreased by 0.07 due to rounding.

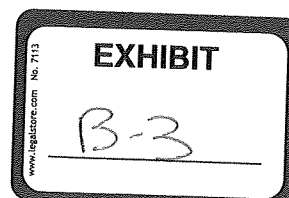
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as
5.000%	\$8,467.10	\$107,243.38	\$115,710.48

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	11/01/2020	107,243.38	1		
2 Payment	12/01/2020	3,214.18	36	Monthly	11/01/2023

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	11/01/2020				107,243.38
1	12/01/2020	3,214.18	446.85	2,767.33	104,476.05
<b>2020 Totals</b>		<b>3,214.18</b>	<b>446.85</b>	<b>2,767.33</b>	
2	01/01/2021	3,214.18	435.32	2,778.86	101,697.19
3	02/01/2021	3,214.18	423.74	2,790.44	98,906.75
4	03/01/2021	3,214.18	412.11	2,802.07	96,104.68
5	04/01/2021	3,214.18	400.44	2,813.74	93,290.94
6	05/01/2021	3,214.18	388.71	2,825.47	90,465.47
7	06/01/2021	3,214.18	376.94	2,837.24	87,628.23
8	07/01/2021	3,214.18	365.12	2,849.06	84,779.17
9	08/01/2021	3,214.18	353.25	2,860.93	81,918.24
10	09/01/2021	3,214.18	341.33	2,872.85	79,045.39
11	10/01/2021	3,214.18	329.36	2,884.82	76,160.57
12	11/01/2021	3,214.18	317.34	2,896.84	73,263.73



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	Date	Payment	Interest	Principal	Balance
13	12/01/2021	3,214.18	305.27	2,908.91	70,354.82
<b>2021 Totals</b>		<b>38,570.16</b>	<b>4,448.93</b>	<b>34,121.23</b>	
14	01/01/2022	3,214.18	293.15	2,921.03	67,433.79
15	02/01/2022	3,214.18	280.97	2,933.21	64,500.58
16	03/01/2022	3,214.18	268.75	2,945.43	61,555.15
17	04/01/2022	3,214.18	256.48	2,957.70	58,597.45
18	05/01/2022	3,214.18	244.16	2,970.02	55,627.43
19	06/01/2022	3,214.18	231.78	2,982.40	52,645.03
20	07/01/2022	3,214.18	219.35	2,994.83	49,650.20
21	08/01/2022	3,214.18	206.88	3,007.30	46,642.90
22	09/01/2022	3,214.18	194.35	3,019.83	43,623.07
23	10/01/2022	3,214.18	181.76	3,032.42	40,590.65
24	11/01/2022	3,214.18	169.13	3,045.05	37,545.60
25	12/01/2022	3,214.18	156.44	3,057.74	34,487.86
<b>2022 Totals</b>		<b>38,570.16</b>	<b>2,703.20</b>	<b>35,866.96</b>	
26	01/01/2023	3,214.18	143.70	3,070.48	31,417.38
27	02/01/2023	3,214.18	130.91	3,083.27	28,334.11
28	03/01/2023	3,214.18	118.06	3,096.12	25,237.99
29	04/01/2023	3,214.18	105.16	3,109.02	22,128.97
30	05/01/2023	3,214.18	92.20	3,121.98	19,006.99
31	06/01/2023	3,214.18	79.20	3,134.98	15,872.01
32	07/01/2023	3,214.18	66.13	3,148.05	12,723.96
33	08/01/2023	3,214.18	53.02	3,161.16	9,562.80
34	09/01/2023	3,214.18	39.85	3,174.33	6,388.47
35	10/01/2023	3,214.18	26.62	3,187.56	3,200.91
36	11/01/2023	3,214.18	13.27	3,200.91	0.00
<b>2023 Totals</b>		<b>35,355.98</b>	<b>868.12</b>	<b>34,487.86</b>	
<b>Grand Totals</b>		<b>115,710.48</b>	<b>8,467.10</b>	<b>107,243.38</b>	

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IRS Priority  
3% interest

Compounding Period: Monthly

Nominal Annual Rate: 3.000%

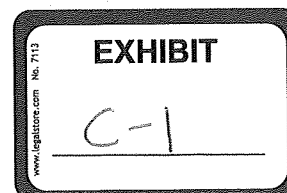
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>3.000%</b>	<b>\$121,719.80</b>	<b>\$827,865.61</b>	<b>\$949,585.41</b>

#### Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	11/01/2020	827,865.61	1		
2	Payment	12/01/2020	Interest Only	36	Monthly	11/01/2023
3	Payment	12/01/2023	7,993.93	24	Monthly	11/01/2025
4	Payment	12/01/2025	683,223.33	1		

#### TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	11/01/2020				827,865.61
1	12/01/2020	2,069.66	2,069.66	0.00	827,865.61
<b>2020 Totals</b>		<b>2,069.66</b>	<b>2,069.66</b>	<b>0.00</b>	
2	01/01/2021	2,069.66	2,069.66	0.00	827,865.61
3	02/01/2021	2,069.66	2,069.66	0.00	827,865.61
4	03/01/2021	2,069.66	2,069.66	0.00	827,865.61
5	04/01/2021	2,069.66	2,069.66	0.00	827,865.61
6	05/01/2021	2,069.66	2,069.66	0.00	827,865.61
7	06/01/2021	2,069.66	2,069.66	0.00	827,865.61
8	07/01/2021	2,069.66	2,069.66	0.00	827,865.61
9	08/01/2021	2,069.66	2,069.66	0.00	827,865.61
10	09/01/2021	2,069.66	2,069.66	0.00	827,865.61
11	10/01/2021	2,069.66	2,069.66	0.00	827,865.61
12	11/01/2021	2,069.66	2,069.66	0.00	827,865.61
13	12/01/2021	2,069.66	2,069.66	0.00	827,865.61



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	Date	Payment	Interest	Principal	Balance
<b>2021 Totals</b>		<b>24,835.92</b>	<b>24,835.92</b>	<b>0.00</b>	
14	01/01/2022	2,069.66	2,069.66	0.00	827,865.61
15	02/01/2022	2,069.66	2,069.66	0.00	827,865.61
16	03/01/2022	2,069.66	2,069.66	0.00	827,865.61
17	04/01/2022	2,069.66	2,069.66	0.00	827,865.61
18	05/01/2022	2,069.66	2,069.66	0.00	827,865.61
19	06/01/2022	2,069.66	2,069.66	0.00	827,865.61
20	07/01/2022	2,069.66	2,069.66	0.00	827,865.61
21	08/01/2022	2,069.66	2,069.66	0.00	827,865.61
22	09/01/2022	2,069.66	2,069.66	0.00	827,865.61
23	10/01/2022	2,069.66	2,069.66	0.00	827,865.61
24	11/01/2022	2,069.66	2,069.66	0.00	827,865.61
25	12/01/2022	2,069.66	2,069.66	0.00	827,865.61
<b>2022 Totals</b>		<b>24,835.92</b>	<b>24,835.92</b>	<b>0.00</b>	
26	01/01/2023	2,069.66	2,069.66	0.00	827,865.61
27	02/01/2023	2,069.66	2,069.66	0.00	827,865.61
28	03/01/2023	2,069.66	2,069.66	0.00	827,865.61
29	04/01/2023	2,069.66	2,069.66	0.00	827,865.61
30	05/01/2023	2,069.66	2,069.66	0.00	827,865.61
31	06/01/2023	2,069.66	2,069.66	0.00	827,865.61
32	07/01/2023	2,069.66	2,069.66	0.00	827,865.61
33	08/01/2023	2,069.66	2,069.66	0.00	827,865.61
34	09/01/2023	2,069.66	2,069.66	0.00	827,865.61
35	10/01/2023	2,069.66	2,069.66	0.00	827,865.61
36	11/01/2023	2,069.66	2,069.66	0.00	827,865.61
37	12/01/2023	7,993.93	2,069.66	5,924.27	821,941.34
<b>2023 Totals</b>		<b>30,760.19</b>	<b>24,835.92</b>	<b>5,924.27</b>	
38	01/01/2024	7,993.93	2,054.85	5,939.08	816,002.26
39	02/01/2024	7,993.93	2,040.01	5,953.92	810,048.34
40	03/01/2024	7,993.93	2,025.12	5,968.81	804,079.53
41	04/01/2024	7,993.93	2,010.20	5,983.73	798,095.80
42	05/01/2024	7,993.93	1,995.24	5,998.69	792,097.11
43	06/01/2024	7,993.93	1,980.24	6,013.69	786,083.42
44	07/01/2024	7,993.93	1,965.21	6,028.72	780,054.70
45	08/01/2024	7,993.93	1,950.14	6,043.79	774,010.91
46	09/01/2024	7,993.93	1,935.03	6,058.90	767,952.01
47	10/01/2024	7,993.93	1,919.88	6,074.05	761,877.96
48	11/01/2024	7,993.93	1,904.69	6,089.24	755,788.72
49	12/01/2024	7,993.93	1,889.47	6,104.46	749,684.26
<b>2024 Totals</b>		<b>95,927.16</b>	<b>23,670.08</b>	<b>72,257.08</b>	
50	01/01/2025	7,993.93	1,874.21	6,119.72	743,564.54
51	02/01/2025	7,993.93	1,858.91	6,135.02	737,429.52

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	Date	Payment	Interest	Principal	Balance
52	03/01/2025	7,993.93	1,843.57	6,150.36	731,279.16
53	04/01/2025	7,993.93	1,828.20	6,165.73	725,113.43
54	05/01/2025	7,993.93	1,812.78	6,181.15	718,932.28
55	06/01/2025	7,993.93	1,797.33	6,196.60	712,735.68
56	07/01/2025	7,993.93	1,781.84	6,212.09	706,523.59
57	08/01/2025	7,993.93	1,766.31	6,227.62	700,295.97
58	09/01/2025	7,993.93	1,750.74	6,243.19	694,052.78
59	10/01/2025	7,993.93	1,735.13	6,258.80	687,793.98
60	11/01/2025	7,993.93	1,719.48	6,274.45	681,519.53
61	12/01/2025	683,223.33	1,703.80	681,519.53	0.00
<b>2025 Totals</b>		<b>771,156.56</b>	<b>21,472.30</b>	<b>749,684.26</b>	
<b>Grand Totals</b>		<b>949,585.41</b>	<b>121,719.80</b>	<b>827,865.61</b>	

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PA Department of Revenue Priority  
5% interest

Compounding Period: Monthly

Nominal Annual Rate: 5.000%

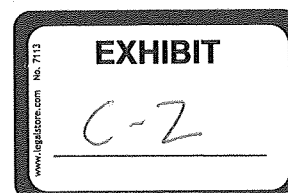
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as
<b>5.000%</b>	<b>\$23,523.58</b>	<b>\$95,681.59</b>	<b>\$119,205.17</b>

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	11/01/2020	95,681.59	1		
2	Payment	12/01/2020	Interest Only	36	Monthly	11/01/2023
3	Payment	12/01/2023	1,014.85	24	Monthly	11/01/2025
4	Payment	12/01/2025	80,496.65	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	11/01/2020				95,681.59
1	12/01/2020	398.67	398.67	0.00	95,681.59
<b>2020 Totals</b>		<b>398.67</b>	<b>398.67</b>	<b>0.00</b>	
2	01/01/2021	398.67	398.67	0.00	95,681.59
3	02/01/2021	398.67	398.67	0.00	95,681.59
4	03/01/2021	398.67	398.67	0.00	95,681.59
5	04/01/2021	398.67	398.67	0.00	95,681.59
6	05/01/2021	398.67	398.67	0.00	95,681.59
7	06/01/2021	398.67	398.67	0.00	95,681.59
8	07/01/2021	398.67	398.67	0.00	95,681.59
9	08/01/2021	398.67	398.67	0.00	95,681.59
10	09/01/2021	398.67	398.67	0.00	95,681.59
11	10/01/2021	398.67	398.67	0.00	95,681.59
12	11/01/2021	398.67	398.67	0.00	95,681.59
13	12/01/2021	398.67	398.67	0.00	95,681.59



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	Date	Payment	Interest	Principal	Balance
<b>2021 Totals</b>		<b>4,784.04</b>	<b>4,784.04</b>	<b>0.00</b>	
14	01/01/2022	398.67	398.67	0.00	95,681.59
15	02/01/2022	398.67	398.67	0.00	95,681.59
16	03/01/2022	398.67	398.67	0.00	95,681.59
17	04/01/2022	398.67	398.67	0.00	95,681.59
18	05/01/2022	398.67	398.67	0.00	95,681.59
19	06/01/2022	398.67	398.67	0.00	95,681.59
20	07/01/2022	398.67	398.67	0.00	95,681.59
21	08/01/2022	398.67	398.67	0.00	95,681.59
22	09/01/2022	398.67	398.67	0.00	95,681.59
23	10/01/2022	398.67	398.67	0.00	95,681.59
24	11/01/2022	398.67	398.67	0.00	95,681.59
25	12/01/2022	398.67	398.67	0.00	95,681.59
<b>2022 Totals</b>		<b>4,784.04</b>	<b>4,784.04</b>	<b>0.00</b>	
26	01/01/2023	398.67	398.67	0.00	95,681.59
27	02/01/2023	398.67	398.67	0.00	95,681.59
28	03/01/2023	398.67	398.67	0.00	95,681.59
29	04/01/2023	398.67	398.67	0.00	95,681.59
30	05/01/2023	398.67	398.67	0.00	95,681.59
31	06/01/2023	398.67	398.67	0.00	95,681.59
32	07/01/2023	398.67	398.67	0.00	95,681.59
33	08/01/2023	398.67	398.67	0.00	95,681.59
34	09/01/2023	398.67	398.67	0.00	95,681.59
35	10/01/2023	398.67	398.67	0.00	95,681.59
36	11/01/2023	398.67	398.67	0.00	95,681.59
37	12/01/2023	1,014.85	398.67	616.18	95,065.41
<b>2023 Totals</b>		<b>5,400.22</b>	<b>4,784.04</b>	<b>616.18</b>	
38	01/01/2024	1,014.85	396.11	618.74	94,446.67
39	02/01/2024	1,014.85	393.53	621.32	93,825.35
40	03/01/2024	1,014.85	390.94	623.91	93,201.44
41	04/01/2024	1,014.85	388.34	626.51	92,574.93
42	05/01/2024	1,014.85	385.73	629.12	91,945.81
43	06/01/2024	1,014.85	383.11	631.74	91,314.07
44	07/01/2024	1,014.85	380.48	634.37	90,679.70
45	08/01/2024	1,014.85	377.83	637.02	90,042.68
46	09/01/2024	1,014.85	375.18	639.67	89,403.01
47	10/01/2024	1,014.85	372.51	642.34	88,760.67
48	11/01/2024	1,014.85	369.84	645.01	88,115.66
49	12/01/2024	1,014.85	367.15	647.70	87,467.96
<b>2024 Totals</b>		<b>12,178.20</b>	<b>4,580.75</b>	<b>7,597.45</b>	
50	01/01/2025	1,014.85	364.45	650.40	86,817.56
51	02/01/2025	1,014.85	361.74	653.11	86,164.45



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	Date	Payment	Interest	Principal	Balance
52	03/01/2025	1,014.85	359.02	655.83	85,508.62
53	04/01/2025	1,014.85	356.29	658.56	84,850.06
54	05/01/2025	1,014.85	353.54	661.31	84,188.75
55	06/01/2025	1,014.85	350.79	664.06	83,524.69
56	07/01/2025	1,014.85	348.02	666.83	82,857.86
57	08/01/2025	1,014.85	345.24	669.61	82,188.25
58	09/01/2025	1,014.85	342.45	672.40	81,515.85
59	10/01/2025	1,014.85	339.65	675.20	80,840.65
60	11/01/2025	1,014.85	336.84	678.01	80,162.64
61	12/01/2025	80,496.65	334.01	80,162.64	0.00
<b>2025 Totals</b>		<b>91,660.00</b>	<b>4,192.04</b>	<b>87,467.96</b>	
<b>Grand Totals</b>		<b>119,205.17</b>	<b>23,523.58</b>	<b>95,681.59</b>	

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PA Department of Labor Priority  
5% interest

Compounding Period: Monthly

Nominal Annual Rate: 5.000%

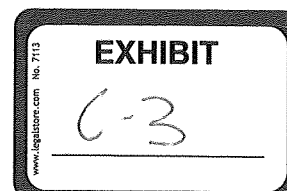
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>5.000%</b>	<b>\$11,545.55</b>	<b>\$46,961.76</b>	<b>\$58,507.31</b>

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	11/01/2020	46,961.76	1		
2	Payment	12/01/2020	Interest Only	36	Monthly	11/01/2023
3	Payment	12/01/2023	498.10	24	Monthly	11/01/2025
4	Payment	12/01/2025	39,508.79	1		

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	11/01/2020				46,961.76
1	12/01/2020	195.67	195.67	0.00	46,961.76
<b>2020 Totals</b>		<b>195.67</b>	<b>195.67</b>	<b>0.00</b>	
2	01/01/2021	195.67	195.67	0.00	46,961.76
3	02/01/2021	195.67	195.67	0.00	46,961.76
4	03/01/2021	195.67	195.67	0.00	46,961.76
5	04/01/2021	195.67	195.67	0.00	46,961.76
6	05/01/2021	195.67	195.67	0.00	46,961.76
7	06/01/2021	195.67	195.67	0.00	46,961.76
8	07/01/2021	195.67	195.67	0.00	46,961.76
9	08/01/2021	195.67	195.67	0.00	46,961.76
10	09/01/2021	195.67	195.67	0.00	46,961.76
11	10/01/2021	195.67	195.67	0.00	46,961.76
12	11/01/2021	195.67	195.67	0.00	46,961.76
13	12/01/2021	195.67	195.67	0.00	46,961.76



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	Date	Payment	Interest	Principal	Balance
<b>2021 Totals</b>		<b>2,348.04</b>	<b>2,348.04</b>	<b>0.00</b>	
14	01/01/2022	195.67	195.67	0.00	46,961.76
15	02/01/2022	195.67	195.67	0.00	46,961.76
16	03/01/2022	195.67	195.67	0.00	46,961.76
17	04/01/2022	195.67	195.67	0.00	46,961.76
18	05/01/2022	195.67	195.67	0.00	46,961.76
19	06/01/2022	195.67	195.67	0.00	46,961.76
20	07/01/2022	195.67	195.67	0.00	46,961.76
21	08/01/2022	195.67	195.67	0.00	46,961.76
22	09/01/2022	195.67	195.67	0.00	46,961.76
23	10/01/2022	195.67	195.67	0.00	46,961.76
24	11/01/2022	195.67	195.67	0.00	46,961.76
25	12/01/2022	195.67	195.67	0.00	46,961.76
<b>2022 Totals</b>		<b>2,348.04</b>	<b>2,348.04</b>	<b>0.00</b>	
26	01/01/2023	195.67	195.67	0.00	46,961.76
27	02/01/2023	195.67	195.67	0.00	46,961.76
28	03/01/2023	195.67	195.67	0.00	46,961.76
29	04/01/2023	195.67	195.67	0.00	46,961.76
30	05/01/2023	195.67	195.67	0.00	46,961.76
31	06/01/2023	195.67	195.67	0.00	46,961.76
32	07/01/2023	195.67	195.67	0.00	46,961.76
33	08/01/2023	195.67	195.67	0.00	46,961.76
34	09/01/2023	195.67	195.67	0.00	46,961.76
35	10/01/2023	195.67	195.67	0.00	46,961.76
36	11/01/2023	195.67	195.67	0.00	46,961.76
37	12/01/2023	498.10	195.67	302.43	46,659.33
<b>2023 Totals</b>		<b>2,650.47</b>	<b>2,348.04</b>	<b>302.43</b>	
38	01/01/2024	498.10	194.41	303.69	46,355.64
39	02/01/2024	498.10	193.15	304.95	46,050.69
40	03/01/2024	498.10	191.88	306.22	45,744.47
41	04/01/2024	498.10	190.60	307.50	45,436.97
42	05/01/2024	498.10	189.32	308.78	45,128.19
43	06/01/2024	498.10	188.03	310.07	44,818.12
44	07/01/2024	498.10	186.74	311.36	44,506.76
45	08/01/2024	498.10	185.44	312.66	44,194.10
46	09/01/2024	498.10	184.14	313.96	43,880.14
47	10/01/2024	498.10	182.83	315.27	43,564.87
48	11/01/2024	498.10	181.52	316.58	43,248.29
49	12/01/2024	498.10	180.20	317.90	42,930.39
<b>2024 Totals</b>		<b>5,977.20</b>	<b>2,248.26</b>	<b>3,728.94</b>	
50	01/01/2025	498.10	178.88	319.22	42,611.17
51	02/01/2025	498.10	177.55	320.55	42,290.62

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	Date	Payment	Interest	Principal	Balance
52	03/01/2025	498.10	176.21	321.89	41,968.73
53	04/01/2025	498.10	174.87	323.23	41,645.50
54	05/01/2025	498.10	173.52	324.58	41,320.92
55	06/01/2025	498.10	172.17	325.93	40,994.99
56	07/01/2025	498.10	170.81	327.29	40,667.70
57	08/01/2025	498.10	169.45	328.65	40,339.05
58	09/01/2025	498.10	168.08	330.02	40,009.03
59	10/01/2025	498.10	166.70	331.40	39,677.63
60	11/01/2025	498.10	165.32	332.78	39,344.85
61	12/01/2025	39,508.79	163.94	39,344.85	0.00
<b>2025 Totals</b>		<b>44,987.89</b>	<b>2,057.50</b>	<b>42,930.39</b>	
<b>Grand Totals</b>		<b>58,507.31</b>	<b>11,545.55</b>	<b>46,961.76</b>	

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Class 5 Wage Claims  
(excluding general unsecured claims)

Compounding Period: Monthly

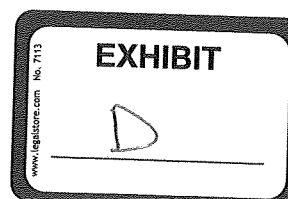
Nominal Annual Rate: 5.000%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	01/01/2021	354,058.13	1		
2	Payment	04/01/2021	20,128.18	20	Quarterly	01/01/2026

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	01/01/2021				354,058.13
1	04/01/2021	20,128.18	4,444.19	15,683.99	338,374.14
2	07/01/2021	20,128.18	4,247.32	15,880.86	322,493.28
3	10/01/2021	20,128.18	4,047.99	16,080.19	306,413.09
<b>2021 Totals</b>		<b>60,384.54</b>	<b>12,739.50</b>	<b>47,645.04</b>	
4	01/01/2022	20,128.18	3,846.14	16,282.04	290,131.05
5	04/01/2022	20,128.18	3,641.77	16,486.41	273,644.64
6	07/01/2022	20,128.18	3,434.83	16,693.35	256,951.29
7	10/01/2022	20,128.18	3,225.29	16,902.89	240,048.40
<b>2022 Totals</b>		<b>80,512.72</b>	<b>14,148.03</b>	<b>66,364.69</b>	
8	01/01/2023	20,128.18	3,013.12	17,115.06	222,933.34
9	04/01/2023	20,128.18	2,798.29	17,329.89	205,603.45
10	07/01/2023	20,128.18	2,580.77	17,547.41	188,056.04
11	10/01/2023	20,128.18	2,360.51	17,767.67	170,288.37
<b>2023 Totals</b>		<b>80,512.72</b>	<b>10,752.69</b>	<b>69,760.03</b>	
12	01/01/2024	20,128.18	2,137.49	17,990.69	152,297.68
13	04/01/2024	20,128.18	1,911.66	18,216.52	134,081.16
14	07/01/2024	20,128.18	1,683.01	18,445.17	115,635.99
15	10/01/2024	20,128.18	1,451.48	18,676.70	96,959.29
<b>2024 Totals</b>		<b>80,512.72</b>	<b>7,183.64</b>	<b>73,329.08</b>	
16	01/01/2025	20,128.18	1,217.05	18,911.13	78,048.16
17	04/01/2025	20,128.18	979.67	19,148.51	58,899.65
18	07/01/2025	20,128.18	739.32	19,388.86	39,510.79
19	10/01/2025	20,128.18	495.95	19,632.23	19,878.56
<b>2025 Totals</b>		<b>80,512.72</b>	<b>3,431.99</b>	<b>77,080.73</b>	



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	Date	Payment	Interest	Principal	Balance
20	01/01/2026	20,128.18	249.62	19,878.56	0.00
<b>2026 Totals</b>		<b>20,128.18</b>	<b>249.62</b>	<b>19,878.56</b>	
<b>Grand Totals</b>		<b>402,563.60</b>	<b>48,505.47</b>	<b>354,058.13</b>	

Last interest amount increased by 0.10 due to rounding.

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>5.021%</b>	<b>\$48,505.47</b>	<b>\$354,058.13</b>	<b>\$402,563.60</b>

**EXHIBIT E**

Executory contracts and leases to be assumed:

NAME OF CREDITOR	DESCRIPTION	AMOUNT OF ARREARAGES TO BE CURED
American Funds	401k plan	\$0
Bentley Systems	Software contract for projects	\$0
Case Technologies, Inc.	Software contract	\$0
Chubb	Professional insurance	TBD
Highmark	Dental and vision insurance	\$0
RS Means	Software contract	\$0
Smart Business Doctors	Consulting Agreement	\$0
CIT Bank N.A.	Toshiba office copiers	\$2,749.38
UPMC Health Plan	Health insurance contract	\$0

